

# Directorate of Advanced Studies

Government College University, Faisalabad

Tel: 041-9200431 Ext. 314

email: [das@gcuf.edu.pk](mailto:das@gcuf.edu.pk)

<http://gcuf.edu.pk/index.php/administration/directorate-of-advanced-studies/>



No. GCUF/DAS/19/2037

Dated: 15-07-2019

Copy of CW-08 from the minutes of the 30<sup>th</sup> meeting of the Advanced Studies & Research Board, held on 15-04-2019.

**Subject: IPR Policy of GCUF**

The Intellectual Property Right (IPR) policy was presented before the 30<sup>th</sup> meeting of Advanced Studies and Research Board held on 15-04-2019. The Board thoroughly discussed the IPR policy of Government College University, Faisalabad and approved. The same was also approved by the Academic Council in its 19<sup>th</sup> meeting held on 02-07-2019 as well as by the Syndicate in its 54<sup>th</sup> meeting held on 03-07-2019.

*[Signature]*  
Director 15-07-2019  
Advanced Studies

**Forwarded for information & necessary action:**

1. All Concerned,
2. Office Copy.

# **Intellectual Property Right Policy of**

## **Government College University Faisalabad**

The institute acknowledges the importance, practical applications and economic utility of the research conducted at GCUF which the results are expected to benefit the entrepreneurs, academics practitioners, policy makers and the society at large. Therefore the institute recognizes the following policy for the said purpose:

### **Aims of the Policy**

1. Encouraging the scientific research
2. Ensuring legal protection to research activities
3. Setting out the institute's ownership and commercialization of Intellectual Properties (IPs)
4. Effective management of IPs
5. Facilitating maintenance of IPs portfolios
6. Promoting economic gains arising from the commercialization of IPs, distributed in a fair and equitable way
7. Acknowledging the brainstorming of the contributors
8. Promoting the reputation of the university among research circles by bringing the results of the institute at par with the benefits of the public at large

This policy is not meant to override the provisions of the national law of the land.

### **Scope of the Policy**

1. The policy shall encompass all intellectual property rights connected with the intellectual property matters.
2. The policy shall cover all researchers and inventors who are engaged in a legal relationship with the institute. Such a relationship would be established by the provision of the law.
3. This policy shall not apply to situation with the inventors or the researchers have explicitly entered to an agreement which is contrary to this policy after this policy takes effect.

### **Legal Issues Connected With the Position of the Researchers**

1. All researchers engaged with the institute shall come under the preview and scope of the policy
2. Students of the Institute shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
3. Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement to be bound by this Policy upon registration.
4. The person authorized to enter into an agreement on behalf of the Institute shall ensure that Researchers not employed by the Institute, including Visiting Researchers shall sign

an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the Institute before commencing any research activity at the Institute.

### **Research collaboration with third party**

1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).
2. Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the Institute unless they are authorized to do so by an official representative of the Institute.<sup>6</sup>
3. Persons acting for, and on behalf of, the Institute shall exercise all due diligence when negotiating agreements and signing contracts that may affect the Institute's IP Rights
4. Depending on the relative intellectual and financial contributions of the Institute and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.
5. Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than two months from the time the concerned party is notified of the intent to publish.
6. Before signing, the full copy of the proposed agreements and other legal statements concerning the Institute's IP Rights shall be submitted to *the person or department designated by the Institute* for advice and approval.

### **Intellectual Property rights**

1. All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the Institute.
2. If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources<sup>14</sup> he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.
3. Section 1. shall apply to student employees of the Institute.



4. Visiting Researchers are required to transfer to the Institute any Intellectual Property they create in the course of their activities arising from their association with the Institute. Such individuals will be treated as if they were Institute employees for the purposes of this Policy.
5. Students who are not employed by the Institute shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply:
  - 5.1 If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
  - 5.2 Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
  - 5.3 If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.
  - 5.4 The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.
6. Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the *person or department designated by the Institute*.

### **Conflict of Interests:**

1. A Researcher's primary commitment of time and intellectual contributions as an employee of the Institute should be to the education, research and academic programs of the Institute.
2. Researchers shall keep the Institute's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the Institute, whose public disclosure, or its acquisition or exploitation by unauthorized persons could damage or endanger the Institute's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.

3. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the *person or department designated by the Institute*.
4. Researchers shall promptly report all potential and existing conflict of interest to the *person or department designated by the Institute* in order to reach solution satisfactory to each concerned party.

### **Disclosure and Commercialization of Intellectual Property:**

1. The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.
2. The *person or department designated by the Institute* is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.
3. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
4. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form available from *the person or department designated by the Institute*.
5. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.
6. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on which the *person or department designated by the Institute* receives the full disclosure signed by all Inventors.
7. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.



8. After full disclosure of all relevant information the *person or department designated by the Institute* shall record the Intellectual Property in its register.
9. The *person or department designated by the Institute* shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the Institute and other concerned parties. In all other cases the procedure set out in this Policy shall apply.
10. The *person or department designated by the Institute* shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s)
11. The *person or department designated by the Institute* shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.
12. The Inventor(s) shall closely cooperate with the *person or department designated by the Institute*, the patent attorney or any other professional experts involved by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.
13. The *person or department designated by the Institute* shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The Institute shall endeavor to avoid undue delays in publications.
14. The *person or department designated by the Institute* shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to the *person or committee appointed by the Institute for decision*.
15. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Institute.
16. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

### **Maintenance of Intellectual Portfolio:**

1. The *person or department designated by the Institute* shall maintain records of the Institute's Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the *person or department designated by the Institute*.
2. The *person designated by the Institute* shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in

the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

### **Encouragement for Researchers:**

1. The institute shall provide incentives to the researchers in this behalf income generated by the commercialization of intellectual property shall be distributed among the inventors.
2. In situation where there is more one researcher, the researchers share shall be divided between the researchers in a proportions which reflect their respective contributions as provided in signed invention disclosure form
3. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The *person or committee designated by the Institute* shall decide on such issues on a case-by-case basis.

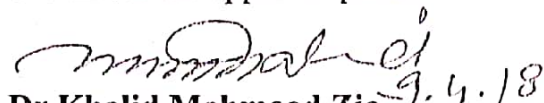
### **Rules governing breach of the policy:**

1. Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute in accordance with the relevant provisions of law.

### **Enforcement of the policy:**

This Policy shall come into effect after approval from statutory bodies

Submitted for approval please

  
**Dr Khalid Mahmood Zia** 9.4.18  
Director ORIC GCUF